


common law, which overthrows the doctrine of 1826.
 Lord Coke, we do not think that we are entitled  *The Antelope*.
 to engraft any such constructive exception upon
 the text of the statute.

Upon the whole, it is to be certified to the
 Circuit Court of Virginia, that the decisions of
 that Court, upon the points of law arising at the
 trial, were correctly decided.


CERTIFICATE. This cause came on to be
 heard on the certificate of division of opinions
 of the Judges of the Circuit Court, &c. On
 consideration whereof, it is ADJUDGED by the
 Court, that it be certified to the said Circuit
 Court, that the points of law ruled by the said
 Circuit Court at the trial of the cause, and upon
 which the same Court, upon a motion for a new
 trial, were divided in opinion, were, in all re-
 spects, correctly decided by the said Court at the
 said trial.

[PRACTICE.]

The ANTELOPE. The Vice Consuls of Spain
 and Portugal, *Libellants*.

Explanation of the former decree of the Court in the same cause,
ante, Vol. X. p. 66.

CERTIFICATE. A mandate having issued to
 the Circuit Court for the District of Georgia, to

1826. carry into execution the decree of this Court
 Williams pronounced at the February term, 1825, to deli-
 v. ver certain Africans, in the said decree mention-
 Bank of the ed, to the Spanish consul for Spanish claimants,
 U. States. and the Judges of that Court having been divided
 in opinion respecting the mode of designating
 the said slaves so to be delivered, and separating
 them from others to be delivered to the United
 States, whether the same should be made by lot,
 or upon proof on the part of the Spanish claim-
 ant, it is ORDERED to be certified to the said Cir-
 cuit Court of Georgia, that in executing the said
 mandate, the Africans to be delivered must be
 designated by proof made to the satisfaction of
 that Court.

[PRACTICE.]

WILLIAMS, *Plaintiff in Error*,
against
 The PRESIDENT, DIRECTORS, and COMPANY OF
 THE BANK OF THE UNITED STATES, *Defendants*
in Error.

Where there is a joint judgment against several defendants, and one only sues out the writ of error without joining the others, it is irregular; but if the others refuse to join in it, *quære*, whether the plaintiff may not have summons and severance?

March 8th. IN this case, in which Mr. *Wright* was for the